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Ky. 903. Some courts hold that the adoption of such a plan is a judicial act for which the municipal authorities are under no common law liability. *Darling v. City of Bangor*, 68 Me. 108; *Johnston v. Dist. of Col.*, 118 U. S. 19.

SALES—CONDITIONAL SALES—DESTRUCTION OF PROPERTY—LIABILITY OF PURCHASER.—NATIONAL CASH REGISTER CO. v. SOUTH BAY CLUB HOUSE ASS'N., 118 N. Y. SUPP. 1044.—*Held*, that where the defendant gave a note for the price of a cash register under a contract of conditional sale, with reservation of title and before payments were made on the note, the defendants' club house and the contents, including the register, were destroyed by fire without defendant's fault, it is liable on the note.

The weight of authority is that where personal property is sold and delivered to the vendee under an agreement that the title is to remain in the vendor until payment, the loss or destruction of the property while in the possession of the vendee before payment, without his fault, does not relieve him from the obligation to pay the price. *Tufts v. Griffen*, 107 N. C. 47. But, on the other hand, it has been held in a case where a note was given with an agreement that title was to remain in the plaintiff until the note was paid that when the property in the defendant's possession was destroyed without his fault the consideration for the note failed. *Arthur & Co. v. Blackman*, 63 Fed. 536. *A fortiori* it is well settled that where the property is lost through the negligence of the vendee he will be liable. *Neally v. Wilhelm*, 4 G. Green (Ia.) 240. But in the case of an optional sale an accidental loss of property, before the option to purchase is exercised, falls on the bailor. *Strauss Saddlery Co. v. Kingman*, 42 Mo. App. 208.

TRUSTS—CONSTRUCTIVE TRUSTS—STATUTE OF FRAUDS.—CONGREGATION KEHAL ADAH JESHURUM M'YASSY v. UNIVERSAL B'LD'G. & CONSTR. CO., 119 N. Y. SUPP. 72.—Where a religious corporation, owning property about to be sold on the foreclosure of a mortgage, held by a business corporation composed wholly of members of the former, entered into an oral agreement with the mortgagee in consideration of money paid on a prior unexecuted contract and the mortgagor's promise not to bid or procure bidders, that the mortgagee should bid in the property for the mortgagor's benefit and convey it to the mortgagor, it was *held*, that the mortgagee in an action to enforce the agreement, should not take advantage of the statute of frauds. *Ingraham J., dissenting*.

The statute of frauds, making an express trust created by parol invalid, has no application to cases where the law raises a constructive trust by reason of fraudulent acts and purposes in procuring title to land. *Crossman v. Keister*, 23 Ill. 69. Thus, where the defendant orally agreed to act as agent for the plaintiff to buy certain land in the plaintiff's name but had the conveyance made out to himself, paid for it with his own money, and denied the agency, it was held that the defendant was liable to the plaintiff as trustee *ex maleficio*. *Halsell v. Wise Country Coal Co.*, 19 Tex. Civil App. 564. But, there is much authority holding that the defendant